

CPN 2007R0646983
DN BR 28739 Pgs 3057 - 3064 (Spec)
RECORDED 06/28/2007 11:38:10
HARVEY RIVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Tracy R. Slavens, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

A/9

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned owner (the "Owner") holds the fee simple title to that certain parcel of land which is more particularly described in Exhibit A hereto (the "Property"), and to that certain 0.88 parcel of land lying to the north of the Property, which is more particularly described in Exhibit B hereto (the "Adjacent Parcel"), which is supported by the attorney's opinion of title attached hereto; and

IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of Public Hearing No. 04-255 will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) **Site Plan.** The Property and the Adjacent Parcel shall be developed substantially in accordance with the plans entitled "The Medical Office Plaza at Coral Reef," as prepared by Gresham Smith and Partners, consisting of eleven (11) sheets, date stamped received by Miami-Dade County on December 11, 2006, as may be modified at the public hearing on the Application (the "Plan"), said Plan being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) **Adjacent Parcel.** The Adjacent Parcel shall be maintained by the Owner as landscaped open space in perpetuity. In addition, the Owner shall install and thereafter maintain a twenty foot (20') wide landscape buffer along the perimeter of the Adjacent Parcel to provide a buffer between the Property and the properties located on the north side of the C-100 canal. The landscape buffer shall consist of a double row of staggered native trees (excluding palm trees) and plants, which trees shall be at least fourteen feet (14') in height at time of planting and shall be planted at thirty-five (35') feet on center. Prior to the issuance of a building permit for any structure within the Property, the Owner shall submit a landscape plan of the Adjacent Parcel for review and approval by the Department of Planning and Zoning. All required landscaping shall be installed prior to the issuance of the Certificate of Use for any structure on the Property. The Adjacent Parcel is the subject of a proposed land use plan change which is currently pending as CDMP Application No. [redacted], 2006 Cycle), which land use application includes additional property to the west. Based on the foregoing restrictions on the future use of the Adjacent Parcel, it is the intent of the Owner to request the withdrawal of the Adjacent Parcel from the land use application prior to final action by the Board of County Commissioners on the land use application.
- (3) **Landscape Plan.** The Property shall be landscaped and maintained in accordance with the Plan. All required landscaping shall be installed prior to the issuance of the Certificate of Use for any structure on the Property.

(Public Hearing)

- (4) **Future Improvements to SW 97th Avenue.** Prior to the approval of a building permit for any structure on the Property, the Owner shall cause the east half of the SW 97th Avenue zoned right-of-way along the Property's and the Adjacent Parcel's western boundary (excluding any previously dedicated portions) to be dedicated by plat or instrument as a public roadway. Prior to the issuance of a certificate of use for any structure on the Property, the Owner shall cause the improvement of SW 97th Avenue adjacent to the Property and the Adjacent Parcel as a section line road and shall provide a cul-de-sac or t-turn at the north end of SW 97th Avenue abutting the C-100 Canal in accordance with the standards and specifications in the Public Works Manual, all subject to the review and approval of the affected departments, including the Fire and Rescue Department and the Department of Public Works. The Owner understands that additional right-of-way may be required for either improvement (cul-de-sac or t-turnaround).
- (5) **Improvements to the Intersection of SW 152nd Street and SW 97th Avenue.** Prior to the issuance of a certificate of use for any structure on the Property, the Owner shall cause the improvement of (1) a left-turn lane on the northeast side of the intersection of SW 152nd Street and SW 97th Avenue, and (2) a right-turn lane with appropriate transition on the northwest side of the intersection of SW 152nd Street and SW 97th Avenue, in accordance with the Florida Department of Transportation Standards.
- (6) **Compliance with DIC Report.** The Owner shall comply with all of the applicable conditions, requirements, recommendations, requests, and other provisions of the various departments, as contained in the Departmental memoranda, which are part of the record of this application and incorporated herein by reference.
- (7) **Miscellaneous.**

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidity of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate

(Public Hearing)

Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

Signed, sealed and acknowledged on this 14 day of March, 2007.

WITNESSES:

Cynthia M Gray
Signature

CYNTHIA M. GRAY
Printed Name

Mark Milisits
Signature

MARK MILISITS
Printed Name

**CORAL REEF DRIVE LAND DEVELOPMENT,
LLC, a Florida limited liability company**

Douglas Landsea, Manager

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14th day of March, 2007, by Douglas Landsea, as Manager of Coral Reef Drive Land Development, LLC, on behalf said limited liability company, for the purposes stated herein. He is personally known to me or has produced _____ as identification.

Juanita Dices

Notary Public - State of Florida

My Commission Expires: 3-24-2007

NOTARY PUBLIC - STATE OF FLORIDA
JUANITA DICES
10000 SW 10TH AVE, SUITE 100
MIAMI, FL 33155
(305) 555-1000
www.juanitadices.com

JOINDER BY MORTGAGEE

The undersigned, Dee Realty Limited Partnership (the "Mortgagee"), under that certain Mortgage from Coral Reef Drive Land Development, LLC, a Florida limited liability company, recorded in Official Records Book 24013, at Page 2195 of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the attached Exhibit "A," does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successor in title.

IN WITNESS WHEREOF, these presents have been executed this 15th day of March, 2007.

Witnesses:

[Signature]
Signature

David P. Dorn
Print Name

[Signature]
Signature

Darlene Rowland
Print Name

[Signature]

Name: Donald R. Dunbar

Title: Authorized Representative

Address: 510 E 46th St. Suite 250
P.O. Box 40509
Indianapolis IN 46240

STATE OF Indiana)
)
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me by Donald R. Dunbar, as Authorized Representative of 2007. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 15th day of March, 2007 in the County and State aforesaid.

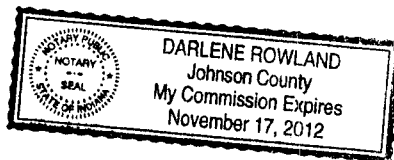
[Signature]

Notary Public - State of

Darlene Rowland

Print Name

My Commission Expires: 11/17/2012



(Public Hearing)

EXHIBIT "A"

Legal Description for Subject Property:

The E. 1/2 of the SW. 1/4 of the SW. 1/4 of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Miami-Dade County Florida, lying West and Southwest canal C-100, less the South 55 feet thereof.

The W. 1/2 of the SW. 1/4, of the SW. 1/4, of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, less the South 35 feet (Should be 55 feet), less the West 35 feet, less that Portion for R/W of Canal C-100.

EXHIBIT "B"

LEGAL DESCRIPTION OF ADJACENT PARCEL:

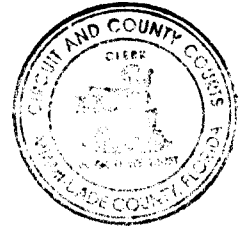
In addition that Portion of the SW. 1/4, of the NW. 1/4, of the SW. 1/4, of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida; Lying South and West of Canal C-100; less the West 35 feet thereof.

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 28 day of

April, A.D. 2007
WITNESS my hand and Official Seal.

HARVEY MUVIN, CLERK, of Circuit and County Courts
By 4969 KJH D.C.



OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning, as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement or in compliance with Chapter 28, it is hereby certified that we have examined Attorneys Title Insurance Company Owners Policy No. OPM-7189331 (the "Policy"), which Policy covers the period from the BEGINNING through December 21, 2005, at 10:35 a.m., and a Title Update provided by Attorneys' Title Insurance Company from said date through March 1, 2007 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO

Basing our opinion solely on the above-referenced title information, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Coral Reef Drive Land Development, LLC., a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

Mortgage and Security Agreement in favor of Duke Realty Limited Partners securing a promissory note in the original principal amount of \$10,000,000.00 recorded December 12, 2005 in Official Records Book 24073, at Page 2795 of the Public Records of Miami-Dade County, Florida.

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None.

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown on the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

SEE EXHIBIT "B" ATTACHED HERETO.

Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
Coral Reef Drive Land Development, LLC., a Florida limited liability company	Owner	N/A
Duke Realty Limited Partners	Mortgagee	

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of The Florida Bar.

Respectfully submitted, this 16th day of March, 2007.

By: Tracy R. Slavens
Tracy R. Slavens, Esq.
701 Brickell Avenue
Miami, Florida 33131
(305) 374-8500
Florida Bar No. 678031

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this 16 day of March, 2007 by Tracy R. Slavens, who is personally known to me or has produced _____, as identification.

Name: Ryan Gregory Perry
Notary Public State of Florida
My Commission Expires: _____

{M2060613;2}



EXHIBIT "A"

Legal Description:

The E. 1/2 of the SW. 1/4 of the SW. 1/4 of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Miami-Dade County Florida, lying West and Southwest canal C-100, less the South 55 feet thereof.

The W. 1/2 of the SW. 1/4, of the SW. 1/4, of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida, less the South 35 feet (Should be 55 feet), less the West 35 feet, less that Portion for R/W of Canal C-100.

In addition that Portion of the SW. 1/4, of the NW. 1/4, of the SW. 1/4, of the SW. 1/4 of Section 21, Township 55 South, Range 40 East, Dade County, Florida; Lying South and West of Canal C-100; less the West 35 feet thereof.

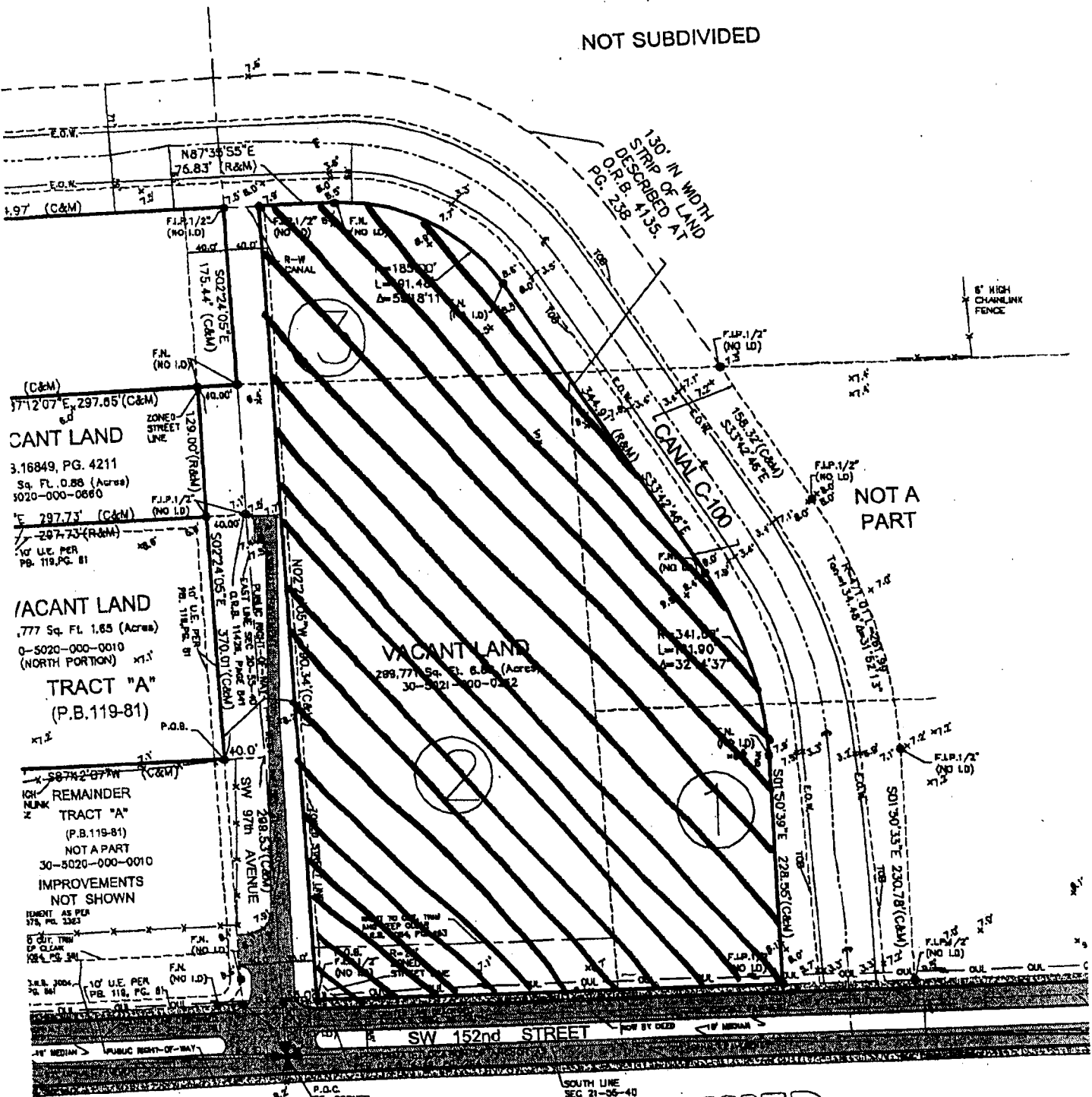
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204-255
JUN 28 2006

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY

EXHIBIT "B"

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Jacadama Tract, as recorded in Plat Book 119, Page 81, of the Public Records of Miami-Dade County, Florida. (As to Parcel 5)
2. Declaration of Restrictive Covenants recorded in O.R. Book 11486, Page 841, of the Public Records of Miami-Dade County, Florida. (As to Parcel 5)
3. Easement in favor of Florida Power and Light Company, contained in instrument recorded October 5, 1982, in O.R. Book 22686, Page 2323, of the Public Records of Miami-Dade County, Florida. (As to Parcel 5)
4. Easements in favor of Florida Power and Light Company, recorded in Deed Book 3054, Page 563, of the Public Records of Miami-Dade County, Florida. (As to Parcel 2)
5. Easements in favor of Florida Power and Light Company, recorded in O.R. Book 4349, Page 294, of the Public Records of Miami-Dade County, Florida. (As to Parcel 1)
6. Easements in favor of Florida Power and Light Company, recorded in Deed Book 3054, Page 561, of the Public Records of Miami-Dade County, Florida. (As to Parcel 4)
7. Mortgage given from Coral Reef Drive Land Development, LLC., a Florida Limited Liability Company to Duke Realty Limited Partnership, an Indiana Limited Partnership dated December 15, 2005 and recorded December 21, 2005 in O.R. Book 24073, Page 2795 of the Public Records of Miami-Dade County, Florida.

NOT SUBDIVIDED



RECEIVED
JUN 28 2006

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY _____